

**SITE INVESTIGATION
WAIVER AGREEMENT
FOR PARTICIPANTS**

**STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

KNOW ALL BY THESE PRESENTS:

WHEREAS, _____, the undersigned, wishes to participate in site investigation (*Event*) in preparation for the submittal of proposals for the construction of the new Fondren Police Station at the City of Houston's (*Houston*) 2.7 acre tract located at the southwest corner of Westplace Drive and South Gessner Road, Houston, Harris County, Texas; and

WHEREAS, *Houston* is willing to allow such activities at the sole risk of the undersigned individual; and

WHEREAS, the undersigned individual hereby realizes and acknowledges that activities on or related to the *Event* may entail some risk or danger for which the undersigned individual assumes full responsibility. The undersigned acknowledges that the *Event* will be located at a construction site and said site may be a potentially dangerous place with but not limited to boring holes located throughout the tract. The undersigned understands and agrees that *Houston* is not and will not be responsible for providing any forms of equipment, labor, protection, or any other needs, other than allowing access to the *Event*.

IN CONSIDERATION OF MY BEING PERMITTED TO PARTICIPATE IN THE *EVENT*, AT MY SPECIAL INSTANCE AND REQUEST, I, FOR AND ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, *WAIVE, RELEASE, ACQUIT AND FOREVER DISCHARGE* THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), SUCCESSORS AND ASSIGNS AND ALL AFFILIATED PERSONS AND ENTITIES (HEREINAFTER COLLECTIVELY "*HOUSTON*"), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY "*CLAIMS*"), CAUSED BY, ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE *EVENT* AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY *HOUSTON* IN CONNECTION WITH THE *EVENT* EVEN IF THE *CLAIM* IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF *HOUSTON* AND/OR THE RESULT OF THE ACTUAL OR ALLEGED GROSS NEGLIGENCE OF *HOUSTON* AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF *HOUSTON* AND ANY OTHER PERSON OR ENTITY AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF *HOUSTON*.

FURTHER, the undersigned individual acknowledges and accepts full responsibility for damages to any equipment or any other property belonging to *Houston*.

Signed this the _____ day of _____, 20____.

Participant

Witness

Participant (Print Name) and Address

Witness (Print Name) and Address